

(7711.) CANTERBURY TAXI-DRIVERS.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Canterbury Motor-car, Horse-drivers, and Livery-stable Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

- Barnett, W., 211 Durham Street, Christchurch.
- Dickenson, G., Taxi-proprietor, Latimer Square, Christchurch.
- Fitchett and Midgley, Beresford Street, New Brighton.
- Frew Bros., Amberley.
- Hayman, C., Rangiora.
- Hayward, William (Rink Taxis), Armagh Street, Christchurch.
- Hopwood, J., Mona Square, Ashburton.
- Horniblow, A. J., 101 Mackworth Street, Woolston.
- Jackson, J., Nelson Street, Hampstead.
- James, R. H., 33 South Street, Ashburton.
- McClintock, J., 40 Tuam Street, Christchurch.
- McKenzie, C. W., Geraldine.
- Newman, J. F., Methven.
- Minifie, G. L., Hilton Street, Kaiapoi.
- Newman, L. M., corner William and Moore Streets, Ashburton.
- Park, M., and Co., 202 Cashel Street, Christchurch.
- Royds Motors, Oxford Terrace, Christchurch.
- Saunders, W., Chancery Lane, Christchurch.
- Tyler, C. A., Rangiora.
- Welsh, J., Walnut Avenue, Ashburton.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives

duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award ; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 14th day of February, 1924, and shall continue in force until the 14th day of February, 1926, and thereafter as provided by subsection (1) (*d*) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 13th day of February, 1924.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. (*a*.) The following shall be the hours of work: Sixty hours shall constitute a short week's work, and seventy hours shall constitute a long week's work. A "long week" shall be inclusive of a Sunday on.

(*b*.) The daily working-hours shall not exceed ten, to be worked within a limit of twelve hours.

(*c*.) Each worker shall be entitled to have every alternative Sunday off, but he may agree with his employer to work his Sunday off at the rate of 1s. 9d. per hour for all time worked on such Sunday. The payment for such time shall be made in cash and not in time, and

the worker shall not in any case be paid less than 3s. 6d. for any work done on his Sunday off.

(d.) The employer shall provide a time-book in which each driver shall enter daily the total hours for which he is entitled to be paid, stating the overtime (if any). The employer shall within forty-eight hours have the time verified and the book initialled.

Wages and Overtime.

2. (a.) The minimum wage shall be £4 5s. per week, to be paid weekly and in the employer's time. No deduction shall be made from the weekly wage save for time lost through the worker's own default.

(b.) All time worked in any week in excess of the hours hereinbefore prescribed shall be considered overtime, and shall be paid for at the rate of 1s. 9d. per hour.

(c.) Drivers in charge of cars on tour extending over one day may make special arrangements with their employers as regards overtime.

(d.) All employees engaged on night shift shall be paid 2s. 6d. per week in addition to the weekly wage hereinbefore prescribed in subclause (a) hereof.

Holidays.

3. (a.) Christmas Day and Good Friday shall be worked as Sunday.

(b.) One week's holiday on full pay shall be granted to each worker on completion of every twelve months' continuous service, and at a time to be determined by the employer.

Improvers.

4. Improvers or learners may be employed for the first three months at a minimum wage of £3 per week. A driver shall be deemed to be an improver or learner who has not been employed at driving a taxi-car previously, or who does not know the Christchurch district.

Preference.

5. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within thirty days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Duties other than Driving.

6. It shall be part of the ordinary duty of a taxi-driver under this award to assist at any work which may be required of him other than driving for the purpose of filling in time.

Under-rate Workers.

7. (a.) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b.) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c.) Notwithstanding the foregoing it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d.) It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with a worker pursuant hereto.

(e.) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Scope of Award.

8. This award shall operate throughout the Canterbury Industrial District.

Term of Award.

9. This award shall come into force on the 14th day of February, 1924, and shall continue in force until the 14th day of February, 1926.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 13th day of February, 1924.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

This award embodies without alteration the recommendations of the Conciliation Council, which the parties agreed to accept.

[L.S.]

F. V. FRAZER, Judge.